

18525 A
DEC 17 1993 12:55 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. _____ FILED 1993
DEC 17 1993 4:22 PM
INTERSTATE COMMERCE COMMISSION

MEMORANDUM OF ASSIGNMENT OF LEASES

BETWEEN

ACF INDUSTRIES, INCORPORATED ("DEBTOR")

AND

NATIONS FINANCIAL CAPITAL CORPORATION
("SECURED PARTY")

Filed and recorded with the Interstate Commerce Commission
pursuant to Section 11303, Title 49, United States Code on
December , 1993, at , Recordation No.

[4408-103/CV02.WPF/13NS/4276]

Memorandum dated as of December 17, 1993 of an assignment of Leases made and entered into as of December 17, 1993, by and between ACF Industries, Incorporated, a New Jersey corporation, as Debtor/Assignor (the "Debtor"), having its principal offices at 3301 Rider Trail South, Earth City, MO 63045, and Nations Financial Capital Corporation, a Delaware corporation as Secured Party/Assignee (the "Secured Party"), having its principal offices at One Canterbury Green, 201 Broad Street-2nd Floor, Stamford, CT 06901.

Reference is hereby made to the Leases specified on Exhibit A attached hereto, by and between the Debtor and the Lessee identified on Exhibit A attached hereto (as the same have been and may be amended, supplemented, otherwise modified or renewed from time to time, the "Leases").

W I T N E S S E T H:

1. As used in this Memorandum of Assignment of Leases the following capitalized terms used herein and not otherwise defined herein shall have the meanings specified below:

"Rental Collateral" means all right, title and interest of the Debtor in and to every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases), now or hereafter existing, relating to, but only to the extent relating to, the Equipment, including, without limitation, the Leases, (each such lease, including all amendments, riders, supplements, other modifications, and schedules thereto and renewals thereof, an "Assigned Lease"), and including, without limitation, the immediate and continuing right to collect and receive any and all payments due and to become due under any Assigned Lease, whether as contractual obligations, damages or otherwise (to the extent such payments are derived from the Equipment) and all Proceeds of any thereof (such payments, the "Assigned Lease Proceeds").

"Equipment" means certain railroad tank cars and covered hopper cars described on Exhibit A attached hereto.

"Proceeds" is defined in the UCC and, in any event, includes, without limitation, (a) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to the Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form

whatsoever) made or due and payable to the Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of any of the Collateral by any governmental authority (or any person acting under color of governmental authority) and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

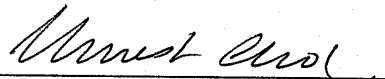
"UCC" shall mean the Uniform Commercial Code as from time to time in effect in the State of New York.

2. The Debtor, pursuant to that certain Assignment and Security Agreement (Chattel Mortgage) dated as of December 17, 1993, between the Debtor and the Secured Party has transferred, conveyed, warranted, mortgaged, delivered, pledged, assigned and granted to the Secured Party, its successors and assigns, all and singular of the Debtor's rights, title and interest in and to the Rental Collateral, rights, interests and privileges, now or hereafter existing, in and to the Rental Collateral and any and all Proceeds thereof (collectively, the "Collateral").

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed by its corporate officer as of the date first above written.

ACF INDUSTRIES, INCORPORATED,

by



Title: ASSISTANT TREASURER

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 15th day of December, 1993, before me personally appeared Umesh Choksi, to me personally known, who being by me duly sworn, says that he is the Director of Finance and Assistant Treasurer of ACF INDUSTRIES, INCORPORATED that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.



NOTARY PUBLIC

My commission expires:

DAVID M BRENSILBER
Notary Public, State of New York
Qualified in New York County
No. 4980938
Commission Expires April 29, 1995

[4408-103/MEMASG1.WPF/13NS/4276]

EXHIBIT A

Lessee	Car Service Contract No.	Identifying Numbers (Both Inclusive)		Number of Cars	AAR Design- nation
		Rptg Mark	From To		
TERRA INTERNATIONAL, INC	3-1507	ACFI 78506	78515	10	T105
TERRA INTERNATIONAL, INC	3-4324	ACFI 83690	0	1	T105
TERRA INTERNATIONAL, INC	3-4324	ACFI 83692	0	1	T105
TERRA INTERNATIONAL, INC	3-4324	ACFI 83694	0	1	T105
TERRA INTERNATIONAL, INC	3-5693	ACFI 83933	0	1	T105
TERRA INTERNATIONAL, INC	3-5693	ACFI 84357	84358	2	T105
TERRA INTERNATIONAL, INC	3-5693	ACFI 84360	0	1	T105
TERRA INTERNATIONAL, INC	3-5823	ACFI 16930	16931	2	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 16934	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 17047	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 17287	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 17296	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 17305	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 17309	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 17311	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 17320	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 17503	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 17938	17939	2	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 17946	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18600	18601	2	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18603	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18605	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18607	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18610	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18633	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18637	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18641	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18648	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18659	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18661	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18909	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18921	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18923	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 18974	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 19970	0	1	T399
TERRA INTERNATIONAL, INC	3-5823	ACFI 80131	0	1	T399

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RECORDATION NO. 18523-B
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NOTICE

Notice is hereby given that the Security Agreements previously filed under Recordation Numbers 18516, 18517 and 19200 (as the same have, from time to time, been amended, supplemented and/or partially released) have been fully terminated effective March 7, 1997.

Any security interests in the railcars and assignment of leases contained in such security agreements not previously released have now been terminated effective March 7, 1997.

Effective no later than March 7, 1997, ACF does not claim a leasehold interest in any railcar identified herein solely by reason of any Memorandum of Lease or other document filed herein.



Robert W. Alvord, Attorney for
ACF Industries, Incorporated

District of Columbia)
)
City of Washington) ss.

Subscribed and sworn to before me this 10th day of March 1997.



Kim L. Bartman,
NOTARY PUBLIC

My Commission expires: 3-31-2000

18524-B	18574-C	18841-D	19768-B	20091-B
18525-B	18575-B	18842-C	19769-B	20092-B
18526-B	18576-C	18843-D	19770-B	20093-B
18527-B	18577-C	18844-F	19771-B	20094-B
18528-B	18578-C	18845-C	19772-B	20095-B
18529-B	18579-F	18846-C	19773-B	20096-B
18530-B	18580-D	18847-G	19774-B	20097-B
18535-C	18581-C	18848-C	19775-B	20098-B
18536-D	18582-D	18965-C	19776-B	20099-B
18537-D	18583-D	19201-B	19777-B	20100-B
18538-E	18584-H	19202-B	19778-B	
18539-D	18585-D	19203-B	19779-B	
18540-D	18586-F	19204-B	19780-B	
18541-F	18587-C	19205-B	19781-B	
18542-C	18588-D	19206-B	19782-B	
18543-C	18589-C	19207-B	19783-B	
18544-G	18590-D	19208-B	19784-B	
18545-G	18591-J	19209-B	19785-B	
18546-D	18592-C	19210-B	19786-B	
18547-C	18593-D	19211-B	19787-B	
18548-D	18594-C	19212-B	19788-B	
18549-D	18595-J	19213-B	19789-B	
18550-D	18596-D	19214-B	19790-B	
18551-C	18597-D	19215-B	19791-B	
18552-D	18598-D	19216-B	19792-B	
18553-C	18599-C	19217-B	19793-B	
18554-D	18600-D	19218-B	19794-B	
18555-D	18601-D	19219-B	19795-B	
18556-D	18602-D	19220-B	19818-B	
18557-C	18603-C	19221-B	19819-B	
18558-C	18604-C	19222-B	20075-B	
18559-C	18605-I	19223-B	20076-B	
18560-D	18606-C	19754-B	20077-B	
18561-D	18607-C	19755-B	20078-B	
18562-C	18608-D	19756-B	20079-B	
18563-D	18609-D	19757-B	20080-B	
18564-C	18613-B	19758-B	20081-B	
18565-D	18614-B	19759-B	20082-B	
18566-D	18615-D	19760-B	20083-B	
18567-D	18616-D	19761-B	20084-B	
18568-D	18617-D	19762-B	20085-B	
18569-D	18777-D	19763-B	20086-B	
18570-F	18778-C	19764-B	20087-B	
18571-D	18838-D	19765-B	20088-B	
18572-D	18839-C	19766-B	20089-B	
18573-D	18840-D	19767-B	20090-B	